

CONDITIONS OF SALE/INDEMNITY/ WARRANTY LIMITATIONS/EXCLUSIONS

- Pricing, Taxes and Risk of Loss:** Unless otherwise specified, prices herein are net, FOB Torrington, Connecticut, USA, and do not include sales, use, excise, value added or similar taxes and customs duties. Consequently, the amount of any present or future sales, use, excise, value added or other similar taxes or custom duties applicable to the sale of the products hereunder shall be paid or promptly reimbursed to Seller by Purchaser, or in lieu thereof, Purchaser shall provide Seller with a tax-exemption certificate acceptable to the applicable taxing authorities. Title to and risk of loss passes to Purchaser upon shipment as per standard FOB terms. Shipments will not be insured unless specifically requested in writing by Purchaser. All shipment terms, delivery terms and the passing of risk shall be determined in accordance with Incoterms 2010 of the International Chamber of Commerce, as they may be amended from time to time.
- Payment:** Net cash in United States funds is due thirty (30) days from date of shipment, unless otherwise specified in writing. If any products sold hereunder are ready for shipment on or after the scheduled delivery date but cannot be shipped because of Purchaser's request or for any other reason beyond Seller's control, payment shall be due within (30) days after Purchaser has been notified that same is ready for shipment. Interest at the rate of 18% per annum shall be paid by Purchaser on all amounts not paid by the due date. Seller retains the right to file a security interest on all products until paid and Purchaser hereby grants to Seller a power of attorney to make such filings.
- Delivery:** Deliveries specified are only Seller's best estimate and apply only from date of receipt (as confirmed by Seller) of all final specifications, engineering and manufacturing information. Purchaser will inspect the products upon delivery and will promptly notify Seller in writing of any defect in the products. Seller shall not be liable for any delay in deliveries directly or indirectly resulting from or contributed to by any circumstances beyond Seller's control including, without limitation, Acts of God, acts of Purchaser, war or national emergency, terrorism, fire, flood, explosion, inability to secure material or transportation facilities, delays by vendors or carriers, acts or omissions of carriers, labor disputes or difficulties, however caused, export, import, exchange or other governmental regulations or restrictions. Purchaser may not cancel because of delays for such reasons; provided, however, that if any such delay continues for a period of more than sixty (60) calendar days, the party not claiming excusable delay shall have the option of terminating the purchase order immediately, upon written notice to the party claiming excusable delay. Any added expenses incurred by Seller because of such delays, or delays in receipt of detailed specifications and other pertinent information, or because of changes requested by Purchaser, shall be paid by Purchaser upon receipt of Seller's invoice therefor. Seller reserves the right to modify or withdraw credit terms at any time without notice and to require guarantees, security or payment in advance of the amount of the purchase order, notwithstanding any prior arrangement. Seller may set off any amount due from Purchaser, whether or not under the purchase order, from any amounts due to Purchaser, whether or not related to the purchase order to which these Conditions are attached.
- Cancellation:** Purchaser may cancel an order, in whole or in part, only upon written notice and payment to Seller of reasonable cancellation charges as determined by Seller. Such charges shall include, but are not limited to, all expenses incurred by Seller for amounts owed to suppliers, for work in process and materials up to and including the date of cancellation.
- Government Contracts:** Seller understands that terms concerning delivery and materials in certain government contracts are subject to governmental priorities and restrictions, but only if Purchaser informs Seller in advance that an order involves a government contract and advises Seller of the contract number, and provides Seller with a copy of such contract.
- Purchaser-Furnished Materials and Technical Advice:** (a) When material is furnished by Purchaser, Seller shall in all cases only be liable for amounts up to the usual billed value of work performed by Seller, for damage to such material or to the product into which such material is incorporated. Purchaser shall fully reimburse Seller for extra or wasted work and for all costs of replacement incurred because of defective material supplied by Purchaser.

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(b) Upon request, Seller may furnish Purchaser with materials and/or technical advice concerning the use and design of products by Purchaser. Seller does not warrant such materials or technical advice and Seller does not assume responsibility for test or performance results obtained by users. It is Purchaser's responsibility to determine suitability of such materials and advice for the product application and purposes and suitability for use in Purchaser's intended function. Seller shall use all reasonable efforts to adhere to Purchaser-furnished designs, drawings and/or specifications, but Seller shall have no responsibility for the suitability of same for the application intended. Seller further assumes no obligation or liability for the technical advice given or obtained and Purchaser acknowledges and agrees that it will implement any technical advice provided by Seller solely at its own risk. Purchaser should adopt such precautions and use applicable guidelines as may be reasonably advisable or necessary for the protection of property and persons. Any warranty applicable to a product, its application or use is strictly limited to the warranties contained in these terms and conditions. Nothing in these terms and conditions shall act as a representation that the product use or application will not infringe on a patent owned by someone other than the Seller or act as a grant of license under any Seller patent or other intellectual property.

7. Indemnification: In the event any product sold hereunder is used or resold by Purchaser in a manner causing unauthorized patent or other intellectual property infringement, or is modified, altered, repackaged, or is used in an unauthorized manner or is allowed to be contaminated by Purchaser or the subsequent/ultimate user in a manner that results in claims of damage to person or property, Purchaser shall immediately inform Seller of such claim, and shall defend, hold harmless and indemnify Seller and its affiliates, using counsel reasonably approved by Seller, for any and all damages and costs, including reasonable costs and expenses of counsel and other advisors, incurred by Seller in such defense, for which Seller may become liable, including, without limitation, claims for contributing to or inducing said damages, provided that said damages are not caused solely by Seller's construction or composition of the product which the damaged party received in its factory packaging or container.

8. Limited Warranty/Exclusions: Seller warrants to Purchaser that the products sold hereunder, only to the extent that they are manufactured and packaged by Seller, shall be free from defects in material and workmanship under the normal use and service for which such products are designed or authorized, for the following time periods: (a) the warranty for adhesive products shall run from the date of shipment stated in the invoice (or if no period is so stated, from the actual date of shipment) through the earlier of (i) the shelf life date indicated on the product data sheet related to such shipped product or (ii) the expiration date on such product's packaging label; and (b) the warranty for equipment products shall run from the date of shipment stated in the invoice (or if no period is so stated, from the actual date of shipment) through the date specified in the product bulletins. Unauthorized repair, modification, or improper use of such products may void their respective warranties. The warranties will be effective only if Purchaser notifies Seller of any defects promptly upon Purchaser's discovery and if Seller's examination discloses to its satisfaction that the defect has been caused by defective workmanship or use of defective materials by Seller.

IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFIT OR REVENUE, HOWEVER ARISING, FOR ANY DAMAGES OCCASIONED BY SELLER'S NEGLIGENCE OR OTHER ACTION OR INACTION.

Statements made in any specifications attached to the products sold hereunder, other technical advice or in promotional materials are descriptive and are not intended as warranties. MODIFICATION, ALTERATION OR REPACKAGING OF SELLER'S PRODUCTS AND/OR ANY CHANGE OR MODIFICATION TO ORIGINAL PACKAGING, LABELING OR HANDLING REQUIREMENTS SHALL VOID THIS WARRANTY. THIS WARRANTY DOES NOT COVER NORMAL WEAR AND TEAR OR INTEGRATION INTO OR USE WITH OTHER PRODUCTS, AND SHALL BE INEFFECTIVE AND SHALL NOT APPLY TO PRODUCTS THAT HAVE BEEN SUBJECTED TO MISUSE OR ABUSE, NEGLIGENCE, ACCIDENT, DAMAGE, IMPROPER INSTALLATION OR MAINTENANCE. SELLER'S SOLE OBLIGATION UNDER THIS WARRANTY WILL BE LIMITED, AT SELLER'S OPTION AND EXPENSE, TO EITHER (A) REPAIRING OR FURNISHING A REPLACEMENT FOR THE PRODUCTS WHICH SELLER REASONABLY DETERMINES DO NOT CONFORM WITH THIS WARRANTY OR (B) TO THE RETURN OF THE PURCHASE PRICE OF SUCH PRODUCT. PURCHASER'S EXCLUSIVE REMEDY FOR BREACH OF ANY SUCH WARRANTY WILL BE ENFORCEMENT OF SUCH OBLIGATION.

All transportation costs of products returned for warranty repair and damage in transit will be borne by Purchaser. No agent, employee or representative has any authority on Seller's behalf, unless approved in writing by an authorized officer of Seller, to bind Seller to any representation, affirmation or warranty concerning the products, and any such representation, affirmation or warranty shall be unenforceable.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND WHAT IS DESCRIBED ABOVE. THE FOREGOING ARE THE ONLY WARRANTIES WITH RESPECT TO THE PRODUCTS, OR ANY MATERIALS OR COMPONENTS PURCHASED FROM OTHERS AND FURNISHED BY SELLER, AND PURCHASER WAIVES ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW (STATUTORY OR OTHERWISE) AND WHETHER OR NOT OCCASIONED BY SELLER'S NEGLIGENCE OR OTHER ACTION OR INACTION.

Any action for breach of warranty must be commenced within one (1) year after the cause of action has occurred.

9. Change to and Acceptance of Terms: The terms, conditions and limitations set forth herein, and any other written contract executed by Seller and Purchaser, under which this sale is made, constitute the full understanding of the parties. No modification or waiver of any such terms and conditions shall be of any force or effect unless made in writing and signed by the parties claiming to be bound thereby. Prior courses of dealing and verbal agreements not reduced to a writing signed by Seller, to the extent they attempt to modify, add to or detract from these terms and conditions, shall not be binding on Seller. Failure by Seller to exercise any right or remedy available to Seller will not be deemed a waiver of such right or remedy unless in writing signed by Seller, nor shall any waiver be implied from the acceptance of any payment. By placing an order for shipment, Purchaser agrees to all the terms and conditions set forth herein, and in all other documents confirming such order. In the event of any conflict between these terms and conditions, and those set forth in any other document, these terms and conditions shall control unless otherwise agreed by both parties in a writing expressly stating that they supersede these terms and conditions.

10. Governing Law: These terms shall be governed by the internal laws of the State of Connecticut and, where applicable, by those of the United States of America. In the event of a dispute arising from the purchase order to which these Conditions are attached or under these terms, Purchaser agrees to submit all disputes hereunder to the exclusive jurisdiction and venue of federal or state courts sitting in the State of Connecticut

11. Assignment; benefits: These terms and conditions shall be for the benefit of each of Purchaser and Seller and not for the benefit of any other person. Purchaser may not assign these terms and conditions without Seller's prior written approval. Any provision of these terms and conditions that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction only, be limited or eliminated to the minimum extent required by that jurisdiction, and the remaining provisions for these terms and conditions will remain in full force and effect.

12. Notices: Any communications required by these terms shall be in writing and shall be delivered by e-mail or recognized overnight courier to the other party at the address listed on the most recent purchase order.

13. Returns: Under no circumstances shall any goods be returned to Seller nor orders cancelled nor deliveries suspended by Purchaser without Seller's prior written consent. Such consent will be granted at the sole discretion of Seller and on terms which will indemnify Seller against all loss thereby suffered.

14. Right to Substitute: Seller reserves the right to substitute materials or products of equal or better quality and specification than the products ordered by Purchaser.

15. Confidentiality: Purchaser agrees that it shall not, without the prior written consent of Seller, use or disclose any of Seller's confidential information or data, material or deliverables created, developed, produced or otherwise obtained pursuant to the relevant purchase order or in the course of work relating thereto, and Purchaser shall protect same using the same standard of care as it uses to protect its own confidential information. Purchaser further agrees that it will not divulge any matter known to it, the disclosure of which would be detrimental to the interests of Seller as determined by Seller. The foregoing obligations of confidence shall not apply to (i) information in the public domain through no fault of Purchaser, (ii) information previously and lawfully known by Purchaser prior to disclosure by Seller, (iii) information rightfully learned from a third party not under restriction of disclosure, or (iv) information disclosed pursuant to court order, judicial subpoena or requirement of government authority with reasonable prior notice given to Seller by Purchaser.